

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

SPECIAL CIVIL APPLICATION No 9206 of 1995

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For Approval and Signature:

Hon'ble MR.JUSTICE M.R.CALLA

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1. Whether Reporters of Local Papers may be allowed to see the judgements?
2. To be referred to the Reporter or not?
3. Whether Their Lordships wish to see the fair copy of the judgement?
4. Whether this case involves a substantial question of law as to the interpretation of the Constitution of India, 1950 of any Order made thereunder?
5. Whether it is to be circulated to the Civil Judge?

1 to 5 no.

ANIL STARCH PRODUCTS LTD

Versus

GIRDAVAL KUNVARPAL

Appearance:

MR DEEPAK V PATEL for Petitioner

MR PC MASTER for Respondent- Caveator

CORAM : MR.JUSTICE M.R.CALLA

Date of decision: 15/04/96

ORAL JUDGMENT ;

1. Rule. Mr.P.C. Master waives service of the rule on behalf of the respondent.

2. This matter was to come up tomorrow i.e. 16-4-96. However, on the request of both the sides and on statement being made that the concerned workman, who

is an old man, has come from out station and the parties were ready with the consent terms, the matter was called from the Registry today and as requested by both the sides, the same was taken up.

3. Parties have submitted the consent terms dated 15-4-96, which is duly signed by the Manager of M/s. Anil Starch Products ltd. and the workman Shri Girdaval Kunvarlal, who is personally present in the Court as also by the Advocates of the respective parties. These consent terms shall remain on record and form the part of the record.

4. This Special Civil Application is directed against the Award dated 18-4-95 passed by the Labour Court, Ahmedabad in Reference (LCA) No.589/90 (New) and Reference (LCA) Nos. 357/83 and 801/84 (old) whereby the reinstatement with full backwages was granted. Whereas the parties have now arrived at a settlement on the following terms as per the consent terms dated 15-4-96 :

I. that the petitioner-Company has paid a sum of Rs.1,60,000/- by two cheques bearing Nos.064801 and 064802 dated 12-4-96 drawn on Bank of India, Station Branch, Ahmedabad towards full and final settlement against his reinstatement and backwages and the respondent-workman agreed to forgo the claim of reinstatement in view of the aforesaid payment of Rs.1,60,000/-, which is full and final settlement of all claims of the respondent-workman including backwages, gratuity, bonus, leave with wages and all terminal benefits etc. and nothing further is due and payable by the Company to the respondent-workman,

II. that the above payment of Rs.1,60,000/-is towards full and final settlement and the respondent-workman shall be deemed to have left the employment and will not claim reinstatement in service of the company and any other benefits,

III. the petitioner-Company agrees to pay the amount of his Provident Fund within a period of two months from today or as early as possible,

IV. The respondednt-workman undertakes that he will withdraw all the cases filed against the company in the Labour Court or in any other Court within a period of two days from today,

V. by consent of the parties, the impugned Award

dated 18.4.1995 passed in Reference (LCA) No.589/90 is treated as set aside and the respondent-workman accepts Rs.1,60,000/- as full and final settlement against his all claims including reinstatement

the Award is modified according to these consent terms. The concerned workman has already accepted a sum of Rs.,1,60,000/- in full and final settlement of his entire dues and claim of reinstatement under the impugned Award and the petitioner-Company has agreed to pay the amount of his Provident Fund within a period of two months from today or as early as possible and the respondent-workman has agreed to withdraw all the cases filed against the Company in the Labour Court or in any other Court within a period of two days from today. Henceforth the impugned Award dated 18-4-95 is modified and the rights, duties, obligations and interests of both the parties, as were in dispute with regard to which the impugned Award had been passed, shall be governed by these consent terms.

5. This Special Civil Application is accordingly decided in the consent terms as aforesaid. Rule is made absolute accordingly. No order as to costs.